

Yeskoo Hogan & Tamlyn, LLP  
535 Fifth Avenue  
New York, NY 10017  
212-983-0900  
Attorneys for SSP Capital Partners, LLC  
By: Richard C. Yeskoo

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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SSP CAPITAL PARTNERS, LLC,

1:07-cv-03878 (NRB)

Plaintiff,

– against –

Statement of Undisputed  
Facts

MANDALA, LLC, HAROUST, LLC, HAMILTON  
GRANGE, LLC, ARABARA, LLC and 316  
SECOND AVENUE, LLC,

Defendants.  
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Plaintiff SSP Capital Partners, LLC ("SSP") states that the following facts are undisputed.

1. Mr. Derderian and his wife signed the commitment letter annexed to the Gordon Affidavit as Exhibit 2 on behalf of the corporate defendants and transmitted it to SSP on or about February 22, 2007.

2. On March 6, 2007, SSP sent a list of items to defendants' counsel that needed to be completed prior to closing. A copy of the email is annexed to the Gordon Affidavit as Exhibit 4.

3. SSP needed to secure the agreement of the senior lenders, who were foreclosing on the properties which would be used as collateral, to accept payment on the defaulted loans and to reinstate the loans. Gordon Aff. ¶ 8.

4. On March 9, 2007 SSP's counsel sent defendants' counsel a formal letter stating that it was ready to close provided defendants cooperated in providing the remaining materials needed to close. Mr. Grodsky also sent a copy of the letter to Mr. Derderian. A copy of the letter (with a handwritten notation not on the original) is annexed to the Gordon Affidavit as Exhibit 7.

5. On March 14, 2007 Mr. Derderian told Gordon that he would not close the transaction. Memorandum annexed to the Gordon Affidavit as Exhibit 8.

6. The loan transaction never closed. Gordon Aff. ¶ 12.

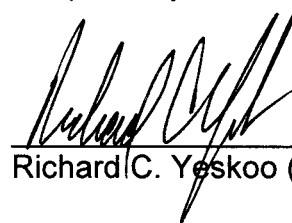
7. Plaintiff never received the loan origination fee of \$132,000, set forth on the first page of the commitment letter (Exhibit 2 to the Gordon Affidavit).

8. Plaintiff would have funded the loan from the money in its money market accounts which at this time were yielding 4% or less. Gordon Aff. ¶ 15.

9. Plaintiff was unable to cover to mitigate its damages because it had no suitable replacement deal that would have used the money plaintiff would have used to fund defendants' loan was located in the next year. Gordon Aff. ¶ 16.

Dated: August 11, 2008

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard C. Yeskoo', is written over a horizontal line.

Richard C. Yeskoo (RY7329)